

Your policy document

Business Travel Insurance

www.nfumutual.co.uk

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982).
Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.
Authorised and regulated by the Financial Services Authority.
A member of the Association of British Insurers.
For security and training purposes, telephone calls may be recorded and monitored.



NFU Mutual

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Mutuaide Emergency Assistance

If an INSURED PERSON needs help while travelling outside the GEOGRAPHICAL LIMITS Mutuaide Assistance provide this on OUR behalf.

A telephone call to Mutuaide's centre in Paris at any time will give immediate access to English speaking staff trained to give help in emergencies:

- 1 from France call **0800 22 92 92** (there will be no charge for the call);
- 2 from any other country when using a land line, call France using the international dialling code for the country concerned, on **33 1 45 16 64 65** (Mutuaide will return the call); or
- 3 from any country, including France, when using a mobile phone call **+33 1 45 16 64 65** (Mutuaide will return the call).

Alternatively call the international operator and request a reverse charge call to Paris **45 16 64 65**.

If intending to use a mobile phone abroad, WE recommend checking with the service provider to ensure it operates in the country to be visited.

When calling Mutuaide please advise them of:

- 1 YOUR name and address;
- 2 YOUR policy number;
- 3 the address and telephone number to contact YOU on; and
- 4 details of the emergency.

Notes

This assistance service is provided under the terms and conditions of this policy. YOU will refund to US any costs WE pay which are not covered by this policy.

Mutuaide will decide on the most suitable, practical and reasonable method of dealing with the emergency. If an INSURED PERSON does not follow their advice WE may not cover their costs.

WE will not provide assistance if the problem relates only to an INSURED PERSON'S car unless the car is insured by US.



The above website provides useful information about what an INSURED PERSON should do before leaving on their TRIP and information about the country they intend to visit. This service is provided by the Foreign and Commonwealth Office.

EHIC

INSURED PERSONS are advised to take advantage of the equivalent health agreements inside the European Union by applying for a European Health Insurance Card (EHIC). Visit www.dh.gov.uk/travellers; telephone **0845 606 2030** or obtain an EHIC application from the Post Office.

How to Make a Claim

For Insurances other than Legal Expenses

Please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

Before contacting US, please read the following information:

- 1 the relevant section(s) of the policy which cover the loss;
- 2 the General Exclusions, General Conditions and Claims Conditions found at the front of the policy; and
- 3 YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- 1 YOUR policy number;
- 2 YOUR name and address;
- 3 details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- 4 YOUR contact number.

For Legal Expenses Insurance

Please refer to YOUR schedule to see if this is operative

To make a claim under this section of the policy, please phone DAS on **0845 070 0173** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

DAS will ask the INSURED PERSON about their legal dispute and if necessary call them back at an agreed time to provide legal advice. If the INSURED PERSON'S dispute needs to be dealt with as a claim under this section of the policy, DAS will give the INSURED PERSON a claim reference number. At this point DAS will not be able to tell the INSURED PERSON whether they are covered but DAS will pass the information provided to their claims handling teams and explain what to do next.

If the INSURED PERSON would prefer to report the claim in writing, YOU can send it to DAS' Claims Department at the following address:

Claims Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH.

Alternatively, the INSURED PERSON can email the claim to: newclaims@das.co.uk

Please do not phone DAS to report a general insurance claim.

General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply.

Words which appear in lower case will have their natural and normal meaning.

ACCIDENT

Accidental physical injury resulting from an external visible cause or exposure to severe weather conditions.

BUSINESS

The business described on YOUR schedule.

COMPUTER EQUIPMENT

Equipment owned by YOU or for which YOU are responsible (including fixed discs and interconnecting wiring and cables) used for electronic processing, communication and storage of data and software and programs, other than in the course of development and includes:

- 1 current and back-up discs, tapes or other materials incorporating stored programs or data; and
- 2 auxiliary and ancillary equipment comprising temperature and environmental control mechanisms, power supply and voltage regulating equipment and regulating devices used exclusively with YOUR computer equipment belonging to YOU or for which YOU are responsible.

CREDIT CARDS

Credit, cheque, bank or cash cards provided within the GEOGRAPHICAL LIMITS.

DAMAGE

Accidental physical loss, destruction or damage.

DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on OUR behalf.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

DATE OF OCCURRENCE

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events.

EXCESS

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man, including the journey between them.

INJURY

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

INSURED PERSON

A person or group shown on YOUR schedule as insured by this policy.

LEGAL COSTS

- 1 All reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis; and
- 2 the costs incurred by opponents in civil cases if an INSURED PERSON has been ordered to pay them, or pays them with the agreement of DAS.

MONEY

Cash, cheques and traveller's cheques, travel tickets, passports, green cards, holiday vouchers, food vouchers, petrol coupons and phone cards.

PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

POLLUTION

All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

PROPERTY

Material property.

REPRESENTATIVE

The lawyer, accountant or other suitably qualified person who has been appointed by DAS to act for an INSURED PERSON in accordance with the terms of the Legal Expenses section.

SKI PACK

Skiing lessons, hire of SKIING EQUIPMENT and lift passes.

SKIING EQUIPMENT

Skis and snowboards including bindings, boots and poles.

TERRORISM

- 1 For liability insurances:

An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- 2 For all other insurances:

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

TRIP

A journey undertaken by an INSURED PERSON in connection with YOUR BUSINESS including any holiday extension previously agreed in writing by YOU:

- 1 of at least two nights duration within the GEOGRAPHICAL LIMITS; or
- 2 outside the GEOGRAPHICAL LIMITS but beginning from and ending within them.

WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

YOU, YOUR

The legal entity/entities shown on YOUR schedule as being the Policyholder.

Policy Information

This travel insurance provides cover:

- 1 while an INSURED PERSON is undertaking a TRIP in the area covered shown on YOUR schedule; and
- 2 only for INSURED PERSONS who permanently reside within the GEOGRAPHICAL LIMITS.

All benefits apply to each INSURED PERSON. However, where claims from more than one INSURED PERSON arise from a single event, any EXCESS applicable will apply to each event and not to each INSURED PERSON.

The INSURED PERSON should keep the policy and schedule with them whilst on their TRIP.

Important Notice - Foreign Office Warnings

There are countries or areas of countries to where the Foreign Office advise against travel. WE will not provide any cover if an INSURED PERSON chooses to travel to such a country or an area of such a country.

However, if after booking a TRIP, the Foreign Office issues such a warning for the TRIP destination and this still applies one month before the INSURED PERSON'S departure date Cancellation Expenses cover will apply.

General Exclusions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

- 1 losses directly or indirectly caused or contributed to by:
 - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or DAMAGE to PROPERTY by or under the order of any government, public or local authority;
 - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
 - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - e) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
 - f) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability section.
- 2 loss of market value beyond the cost of repair, replacement or reinstatement.
- 3 losses involving:
 - a) COMPUTER EQUIPMENT or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data; or
 - b) losses that are not directly associated with the incident that caused YOU to claim, unless expressly stated in the policy;arising directly or indirectly from:
 - i. unauthorised access;
 - ii. virus, program code, programming instruction or any set of instructions intentionally constructed with the ability to cause DAMAGE, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. This includes but is not limited to Trojan horses, worms and logic bombs; and/or

- iii. any actions or instructions constructed or generated with the ability to cause DAMAGE, interfere with or otherwise affect the availability of networks, network services, and network connectivity or information systems. Including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

- 4 losses directly or indirectly caused by or contributed to by:
 - a) the way in which any COMPUTER EQUIPMENT responds to or deals with or fails to respond to or deal with any true calendar date; and/or
 - b) COMPUTER EQUIPMENT responding to or dealing in any way with:
 - i. data denoting a calendar date or dates as if such data did not denote a calendar date or dates; and/or
 - ii. data not denoting a calendar date or dates as if such data denoted a calendar date or dates;whether such COMPUTER EQUIPMENT is YOUR PROPERTY or not.

For all insurances other than Personal Liability or Legal Expenses this will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

- 5 any losses arising directly or indirectly from a TRIP to a country or area of a country where the Foreign Office have issued a warning not to travel, other than where provided for under the Cancellation Expenses section.
- 6 losses directly or indirectly caused by or contributed to by:
 - a) any INJURY which happened to an INSURED PERSON, or from which they first suffered, before the start of any cover under this policy or any subsequent renewal; and/or
 - b) any legal liability or DAMAGE which happens before the start of this policy.
- 7 losses involving an INSURED PERSON who is under 16 or over 65 years of age.
- 8 losses arising from the supervision or performance of any manual work.

General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

Automatic Reinstatement

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

- 1 either YOU or WE advise to the contrary; or
- 2 the applicable section of this policy specifically provides to the contrary.

Cancellation of the Policy

WE may cancel the policy by sending 14 days' written notice to YOUR last known address.

YOU may cancel the policy by informing US in writing.

Following cancellation WE may refund part of YOUR premium unless YOU have made a claim during the PERIOD OF INSURANCE.

Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy whether contained in these General Conditions or elsewhere.

Fraud and Misrepresentation

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents, misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- 1 avoid the policy without returning any premium that YOU have paid;
- 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- 3 refuse any other benefit under this policy.

Non-invalidation

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

Payment of Premium

- 1 If YOU pay the premium using OUR direct debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.

- 2 Where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and this policy will be cancelled immediately, unless WE agree otherwise.

Personal Legal Representatives

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

Policy Cover Extensions

Cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in the sections and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Reasonable Precautions

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
- 3 taken reasonable steps to protect PROPERTY and maintain it in a good state of repair; and
- 4 taken reasonable care in the selection and supervision of EMPLOYEES.

Rights of Third Parties

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Action by YOU

- 1 WE will not pay YOUR claim unless YOU:
 - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
 - b) tell US and the Police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
 - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
 - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
 - e) take all reasonable action to minimise any loss and avoid further loss; and
 - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
- 2 WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

OUR Rights

- 1 WE have the right to settle a claim by:
 - a) payment of money; and/or
 - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
- 2 OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.
- 3 WE are entitled, with YOUR assistance, to:
 - a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
 - b) take over the defence or settlement of a claim;and YOU will give US all reasonable assistance.
WE will not use this right to enforce or pursue a settlement against:
 - a) any company which is YOUR parent or subsidiary; or
 - b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.
- 4 WE will have sole control of all claims procedures and settlements for all claims made against YOU.
- 5 WE may free OURSELVES from any further liability by paying to YOU:
 - a) the limit of indemnity;
 - b) the sum insured; or
 - c) any smaller amount for which the claim can be settled;after deducting any payments already made. WE will pay legal costs that have been incurred with OUR consent up to the date of such payment.

Claims Control

- 1 If WE are paying a claim for INJURY or DAMAGE:
 - a) WE are entitled to the value of any salvage;
 - b) YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;
 - c) YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not; and
 - d) under the Personal Accident section, an INSURED PERSON will allow US to arrange a medical examination. If there is a death, WE will be given reasonable notice before burial or cremation so that WE can be represented at the post-mortem or inquest if necessary.

Arbitration

Where WE have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.

Contribution

If there is another policy covering the same PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

Subrogation

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

Personal Accident

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay the benefit(s) shown on YOUR schedule if an INSURED PERSON has an ACCIDENT which, within 104 weeks of its occurrence, is the sole and direct cause of:

- 1 death;
- 2 loss of limbs, sight, speech or hearing being total and permanent loss:
 - a) or loss of use of one or more hands or feet;
 - b) of sight in one or both eyes;
 - c) of speech; or
 - d) of hearing in both ears;
- 3 permanent total disability which is certified by a doctor as preventing them from performing all of their usual occupation or, if they are not in paid work, which prevents them from performing paid work of any kind.

WE will only pay one benefit for any claim, and such payment will end cover for that INSURED PERSON.

Cover Extensions

Disappearance

WE will pay the death benefit if an INSURED PERSON has been missing for 90 days and WE have reason to believe that they have died due to an ACCIDENT. If the INSURED PERSON is found to be alive after WE have paid the benefit it will be refunded to US.

Professional Counselling

WE will, at OUR option, pay for professional counselling to help an INSURED PERSON recover from emotional stress resulting from an ACCIDENT insured by this section.

The most WE will pay for any one claim is £1,000.

Vehicle Repatriation from Overseas

WE will pay all necessary and reasonable expenses to return a vehicle to an INSURED PERSON'S home address or YOUR BUSINESS premises where:

- 1 the INSURED PERSON is incapacitated as a result of an ACCIDENT for which WE are paying a claim under this section;
- 2 there are no travelling companions able to drive the vehicle;
- 3 the vehicle is a private car or a light commercial vehicle up to 3.5 tonnes GVW; and
- 4 the ACCIDENT occurs outside the GEOGRAPHICAL LIMITS but within Europe.

Exclusions

WE will not pay for an ACCIDENT resulting from:

- 1 any TRIP taken against medical advice or for the purpose of having medical treatment;
- 2 pregnancy or childbirth unless the expected date of birth is at least two months after the TRIP;
- 3 suicide or deliberate self-injury;
- 4 alcohol or drugs;
- 5 any HIV related condition;
- 6 an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;
- 7 flying or other aerial activities, except as a fare paying passenger in a hot-air balloon or power driven aircraft;
- 8 ski racing or jumping, heli-skiing, freestyle skiing, off-piste skiing which is not professionally guide-lead;
- 9 sports involving the use of bobsleighs or skeletons;
- 10 other winter sports (unless YOUR schedule shows Winter Sports are insured) except sledging, curling or skating;
- 11 hunting on horseback;

- 12 racing, other than swimming, running or yachting;
 - 13 mountaineering or rock climbing where ropes or guides are used, or are recommended to be used;
 - 14 potholing or caving;
 - 15 any bungee sport;
 - 16 professional sport;
 - 17 yachting or boating, other than on inland waters or within three miles of the mainland;
 - 18 diving using underwater breathing apparatus;
 - 19 unarmed combat, boxing or martial arts;
- unless shown on YOUR schedule as insured.

Medical Expenses

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay all necessary and reasonable expenses arising from an INJURY suffered by an INSURED PERSON for:

- 1 medical, surgical or physiotherapy treatment;
 - 2 emergency dental or eye treatment;
 - 3 additional accommodation and travel;
 - 4 travel and accommodation to enable another person to stay with or escort an INSURED PERSON; and/or
 - 5 transportation of the body or ashes of an INSURED PERSON to their home or of a funeral overseas;
- for up to 12 months from the onset or happening of the INJURY.

The most WE will pay for each INSURED PERSON is shown on YOUR schedule subject to a maximum of £10,000,000 for any one event.

Cover Extension

Vehicle Repatriation from Overseas

WE will pay all necessary and reasonable expenses to return a vehicle to an INSURED PERSON'S home address or YOUR BUSINESS premises where:

- 1 the INSURED PERSON is incapacitated as a result of an INJURY for which WE are paying a claim under this section;
- 2 there are no travelling companions able to drive the vehicle;
- 3 the vehicle is a private car or a light commercial vehicle up to 3.5 tonnes GVW; and
- 4 the INJURY occurs outside the GEOGRAPHICAL LIMITS but within Europe.

Exclusions

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule;
- 2 treatment within the GEOGRAPHICAL LIMITS which is available under the National Health Service; and/or
- 3 expenses resulting from:
 - a) any TRIP taken against medical advice or for the purpose of having medical treatment;
 - b) pregnancy or childbirth unless the expected date of birth is at least two months after the TRIP;
 - c) suicide or deliberate self-injury;
 - d) alcohol or drugs;
 - e) any HIV related condition;
 - f) an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;
 - g) flying or other aerial activities, except as a fare paying passenger in a hot-air balloon or power driven aircraft;
 - h) ski racing or jumping, heli-skiing, freestyle skiing, off-piste skiing which is not professionally guide-lead;
 - i) sports involving the use of bobsleighs or skeletons;
 - j) other winter sports (unless YOUR schedule shows Winter Sports are insured) except sledging, curling or skating;
 - k) hunting on horseback;
 - l) racing, other than swimming, running or yachting;
 - m) mountaineering or rock climbing where ropes or guides are used, or are recommended to be used;
 - n) potholing or caving;
 - o) any bungee sport;
 - p) professional sport;
 - q) yachting or boating, other than on inland waters or within three miles of the mainland;
 - r) diving using underwater breathing apparatus; and/or
 - s) unarmed combat, boxing or martial arts; unless shown on YOUR schedule as insured.

Hospital Benefit

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay the benefit where:

- 1 an INSURED PERSON receives in-patient treatment in a hospital or nursing home; and
- 2 WE have accepted a claim under the Medical Expenses section.

The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

Cancellation Expenses

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay the reasonable cost of cancelling, cutting short or rearranging an INSURED PERSON'S TRIP as a result of:

- 1 INJURY (confirmed by a doctor) or compulsory quarantine of an INSURED PERSON or their close relative, partner, business associate or travelling companion;
- 2 disruption of public transport by actual or intended strikes;
- 3 an INSURED PERSON having to:
 - a) undertake jury service and having had their written request for an alternative date refused;
 - b) act as a witness in a court of law;
 - c) stay at home to help the police after a fire or theft at their home or work place;

- 4 an INSURED PERSON'S home being made uninhabitable by DAMAGE which occurs within 14 days of the planned start of a TRIP;
- 5 the transport on which an INSURED PERSON is travelling being hijacked; and/or
- 6 the Foreign Office advising against travelling to a country or the area of a country which is the TRIP destination within one month of the departure date provided that the TRIP was booked before the Foreign Office issued the warning.

The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

Cover Extensions

Animal Disease

If the INSURED PERSON is a livestock farmer, WE will pay the reasonable cost of cancelling, cutting short or rearranging their TRIP as a result of an outbreak, at the home farm or within a 25 mile radius of:

- 1 foot and mouth disease; or
- 2 classical swine fever;

confirmed by the Department for Environment, Food and Rural Affairs.

WE will not pay unless the TRIP was booked before the start or discovery of the outbreak.

Replacement Passport

If WE have accepted a claim under the Money section for loss of an INSURED PERSON'S passport WE will pay reasonable additional travel and accommodation costs incurred while they are obtaining a replacement.

Exclusions

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule;
- 2 any event which happens before the TRIP was arranged; and/or
- 3 cancellation or rearrangement expenses if an INSURED PERSON cancels, cuts short or rearranges their TRIP because of any INJURY resulting from an activity or condition which is not insured under the Medical Expenses section.

Delayed Departure

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay where an INSURED PERSON'S booked outward or return journey by plane, boat or Channel Tunnel rail link is delayed by at least 12 hours due to:

- 1 actual or intended strikes;
- 2 bad weather; or
- 3 the plane, boat or train breaking down.

The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

If the outward journey is delayed for more than 24 hours by any cause insured by this section, an INSURED PERSON can choose to cancel the TRIP. WE will then pay a claim under the Cancellation Expenses section.

Exclusion

WE will not pay for any claim which results from strike action which starts or is announced before the TRIP is booked.

Transport Failure

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay:

- 1 the reasonable costs necessarily incurred to enable an INSURED PERSON to arrive on time at the departure point of a pre-booked journey to or from their TRIP destination; or
 - 2 reasonable additional travel and accommodation expenses if an INSURED PERSON arrives at the departure point too late to join the service they were booked to travel on;
- following failure of the road vehicle or train they are travelling in as a result of:
- a) bad weather (this only applies to a scheduled public transport service);
 - b) a mechanical breakdown of the road vehicle or train; or
 - c) a road accident directly involving the vehicle the INSURED PERSON is travelling in.

The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

Exclusion

WE will not pay for costs or expenses resulting from any vehicle owned by YOU or an INSURED PERSON not being in a roadworthy condition.

Baggage

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay for DAMAGE to an INSURED PERSON'S personal baggage and effects.

WE will pay the cost of repairing or replacing an INSURED PERSON'S baggage and effects. WE will deduct an amount for wear, tear and loss of value for clothing.

The most WE will pay for any unspecified article and in total for any claim for each INSURED PERSON is shown on YOUR schedule.

Cover Extension

Delayed Baggage

WE will pay for essential items an INSURED PERSON has to buy if their baggage and effects are temporarily lost for at least 12 consecutive hours.

The most WE will pay for any claim for each INSURED PERSON is £100.

Exclusions

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule;
- 2 DAMAGE arising from:
 - a) wear and tear or depreciation;
 - b) moths, vermin, insects or fungus;
 - c) the process of dyeing, cleaning, altering or repairing;
 - d) domestic pets which belong to, or are the responsibility of an INSURED PERSON or their family;
 - e) gradual deterioration;
 - f) seizure or confiscation by any legal authority;
 - g) electrical or mechanical breakdown;

- 3 water sports equipment while being used;
- 4 BUSINESS equipment, tools or samples;
- 5 theft from an unattended motor vehicle, unless involving theft from a locked boot, concealed luggage compartment or glove compartment and force or violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible or violent entry to the vehicle, the most WE will pay for any one claim is £1,000; and/or
- 6 MONEY or CREDIT CARDS.

Money

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay for:

- 1 loss of an INSURED PERSON'S MONEY; and/or
- 2 unauthorised use of an INSURED PERSON'S CREDIT CARDS.

The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

Exclusions

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule.
- 2 losses:
 - a) arising from accounting errors or loss of value;
 - b) arising from deception; and/or
 - c) not reported to the police within 24 hours of their discovery.
- 3 unauthorised use of CREDIT CARDS:
 - a) by an INSURED PERSON or their family; and/or
 - b) unless the INSURED PERSON has met all the terms and conditions of the credit card company.
- 4 losses where MONEY or CREDIT CARDS are left unattended, unless they are:
 - a) in the locked boot or locked and covered luggage compartment of a vehicle;
 - b) in locked accommodation; or
 - c) left with hotel security.
- 5 BUSINESS MONEY or CREDIT CARDS.

Personal Liability

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay the amounts for which an INSURED PERSON becomes legally liable to pay as damages as a result of:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from an event which occurs during the PERIOD OF INSURANCE.

The most WE will pay:

- 1 for all claims arising directly or indirectly from the same source or original cause is shown on YOUR schedule;
- 2 for all claims payable arising from POLLUTION which occurred during the PERIOD OF INSURANCE is £5,000,000.

Where legal liability arises solely within the European Union the Channel Islands and/or the Isle of Man and all legal action is taken in the courts of these territories, WE will pay legal fees and other expenses incurred with OUR prior consent in addition to the limit of indemnity shown on YOUR schedule.

Cover Extension

Indemnity to Other Parties

In the event of the death of any INSURED PERSON who has incurred a liability insured by this section, WE will insure the personal legal representatives of that INSURED PERSON, provided that they keep to the terms, conditions and limitations of the policy.

Exclusions

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule.
- 2 INJURY of an INSURED PERSON, any member of their family or anyone employed by YOU or them.
- 3 PROPERTY belonging to or in the custody or control of an INSURED PERSON, other than DAMAGE to TRIP accommodation not owned by them.
- 4 liability arising from:
 - a) any business or profession;
 - b) owning any land or buildings;
 - c) owning or using any mechanically propelled vehicle or attached caravan or trailer, other than:
 - i. domestic garden equipment;
 - ii. electrically powered, invalid scooters, wheelchairs, pedal cycles, toys, golf trolleys and buggies; and/or
 - iii. model planes, boats and trains not intended to carry people;
 - d) owning or using a plane or boat (other than rowing boats and pedalos, sailboards, surfboards, models or toys);
 - e) any contract or agreement, unless liability would have attached to the INSURED PERSON without it; and/or
 - f) passing on of any disease or virus.
- 5 fines, penalties or liquidated damages of any kind.
- 6 DAMAGE or liability arising from POLLUTION unless caused by a sudden and unforeseen and identifiable incident and happening during the PERIOD OF INSURANCE.

Legal Expenses

Please refer to YOUR schedule to see if this is operative

The Cover

WE will provide indemnity for the covers in this section provided that:

- 1 the DATE OF OCCURRENCE happens during the PERIOD OF INSURANCE;
- 2 any legal proceedings will be dealt with by a court, or other body which DAS agree to; and
- 3 in civil claims it is always more likely than not that an INSURED PERSON will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

WE will pay the LEGAL COSTS incurred by a REPRESENTATIVE.

DAS will help in appealing or defending an appeal as long as the INSURED PERSON tells DAS within the time limits allowed that they want DAS to appeal. Before WE pay the LEGAL COSTS for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

The most WE will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is the amount shown on YOUR schedule for each INSURED PERSON, subject to a maximum of £100,000 for all claims arising from the same cause.

Covers

Bodily Injury

DAS will negotiate for the INSURED PERSON'S legal rights in a claim against a party who causes the death of or bodily injury to them.

WE will not pay for any claim relating to:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- 2 any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the INSURED PERSON; or
- 3 defending the INSURED PERSON'S legal rights, other than defending a counterclaim.

Contract Disputes

DAS will negotiate for:

- 1 an INSURED PERSON'S legal rights in a contractual dispute arising from an agreement or an alleged agreement which the INSURED PERSON has entered into for the purchase or hire of any goods or services during, or in connection with their TRIP; or
- 2 an INSURED PERSON'S legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which they have entered into with a tour operator, carrier or travel agent in connection with their TRIP.

Provided that:

- 1 the INSURED PERSON has entered into the agreement or alleged agreement during the PERIOD OF INSURANCE; and
- 2 the amount in dispute exceeds £100.

WE will not pay for any claim relating to:

- 1 a contract regarding the INSURED PERSON'S trade, profession, employment or any business venture;
- 2 the settlement payable under another insurance policy (DAS will negotiate if the INSURED PERSON'S insurer refuses their claim, but not for a dispute over the amount of the claim);
- 3 construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT); and/or
- 4 a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, WE will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

Exclusions

WE will not pay for:

- 1 any claim where the INSURED PERSON has failed to notify DAS of the claim within a reasonable time of the DATE OF OCCURRENCE and where this failure adversely affects the prospect of successfully recovering damages, or making a successful defence or getting any other legal remedy that DAS have agreed to.
- 2 an incident or matter arising before the start of this section.
- 3 LEGAL COSTS incurred before DAS' written acceptance of a claim unless DAS subsequently agree. Where WE have agreed to pay such LEGAL COSTS, WE will only pay those costs which have been reasonably incurred by the lawyer or other suitably qualified person the INSURED PERSON has appointed. Under the terms of this section, LEGAL COSTS will be paid on the basis of DAS' standard REPRESENTATIVE agreement.
- 4 fines, penalties, compensation or exemplary damages which the INSURED PERSON is ordered to pay by a court or other authority.
- 5 any claim deliberately or intentionally caused by an INSURED PERSON.
- 6 any claim relating to an INSURED PERSON'S alleged dishonesty or alleged violent behaviour.
- 7 any claim relating to written or verbal remarks which damage an INSURED PERSON'S reputation.
- 8 a dispute with US or DAS not otherwise dealt with under Special Condition 7.
- 9 any claim relating to a motor vehicle.
- 10 LEGAL COSTS arising from or relating to judicial review, coroner's inquest or fatal accident enquiry.
- 11 any legal action an INSURED PERSON takes which DAS or the REPRESENTATIVE have not agreed to, or where an INSURED PERSON does anything that hinders DAS or the REPRESENTATIVE.
- 12 LEGAL COSTS which have been incurred by the REPRESENTATIVE on a contingency fee basis.

Special Conditions

- 1 An INSURED PERSON is required to:
 - a) keep to the terms and conditions of this section;
 - b) take reasonable steps to keep any amount WE have to pay as low as possible;
 - c) try to prevent anything happening that may cause a claim;
 - d) send everything DAS ask for, in writing; and
 - e) give DAS full details of any claim as soon as possible and give DAS any information DAS need.
- 2 a) DAS can take over and conduct in the name of an INSURED PERSON any claim, proceeding or investigation. DAS can negotiate any claim on behalf of an INSURED PERSON;
- b) A REPRESENTATIVE will be appointed by DAS and DAS will have direct contact with the REPRESENTATIVE. However, the INSURED PERSON will be free to choose an alternative REPRESENTATIVE by sending DAS the suitably qualified person's name and address;
- c) The REPRESENTATIVE is required to co-operate fully with DAS at all times and will represent the INSURED PERSON according to DAS' standard terms of appointment (which may include a 'no win, no fee' agreement);
- d) An INSURED PERSON is required to co-operate fully with DAS and the REPRESENTATIVE and is required to keep DAS up-to-date with the progress of the claim; and
- e) An INSURED PERSON is required to give the REPRESENTATIVE any instructions that DAS require.

- 3 a) An INSURED PERSON is required to tell DAS if anyone offers to settle a claim and must not agree to any settlement without the written consent of DAS;
- b) If an INSURED PERSON does not accept a reasonable offer to settle a claim, WE may be instructed by DAS to refuse to pay further LEGAL COSTS; and
- c) WE may decide to pay the INSURED PERSON the amount of damages that they are claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- 4 a) If DAS ask, an INSURED PERSON is required to tell the REPRESENTATIVE to have LEGAL COSTS taxed, assessed or audited; and
- b) An INSURED PERSON is required to take every step to recover LEGAL COSTS that WE have to pay and is required to pay US any LEGAL COSTS that are recovered.
- 5 If a REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if an INSURED PERSON dismisses a REPRESENTATIVE without good reason, the cover WE provide will end at once unless DAS agree to appoint another REPRESENTATIVE.
- 6 If an INSURED PERSON settles a claim or withdraws their claim without the agreement of DAS, or does not give suitable instructions to a REPRESENTATIVE, the cover WE provide will end at once and WE will be entitled to reclaim any LEGAL COSTS paid by US.
- 7 If there is disagreement about the way DAS handle a claim and that disagreement is not resolved through DAS' internal complaints procedure, YOU can contact the Financial Ombudsman for help.
- 8 DAS may at their discretion require YOU to obtain, at the INSURED PERSON'S expense, an opinion from a lawyer or other suitably qualified person chosen by them as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that the INSURED PERSON will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence, WE will pay the cost of obtaining the opinion.
- 9 WE will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.
- 10 This section will be governed by English law.
- 11 All Acts of Parliament within this section will include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be and any subsequent amendment or replacement legislation.

Helpline Services

DAS provide this service 24 hours a day, seven days a week during the PERIOD OF INSURANCE. To help DAS check and improve service standards, all calls are recorded.

EuroLaw Legal Advice Service

DAS will give an INSURED PERSON confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

To contact the above service, phone DAS on **0845 070 0173** and state that YOU are an NFU Mutual policyholder.

If emailing, contact DAS at advice@DAS.co.uk stating the country which the queries relate to and YOUR policy number. DAS will reply between 09:00 and 17:00, Monday to Friday.

DAS will not accept responsibility if the Helpline or Legal Advice Service is unavailable for reasons DAS cannot control.

Complaints

DAS will always try to give the INSURED PERSON a quality service. If the INSURED PERSON thinks DAS has let them down, they should write to DAS' Customer Relations Department at DAS' Head Office address shown below. Alternatively, the INSURED PERSON can phone DAS on **0117 934 0066** or email DAS at: customerrelations@das.co.uk

Details of DAS' internal complaint-handling procedures are available on request.

DAS' Head and Registered Office is:
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England and Wales, number 103274.
Website: www.das.co.uk

Winter Sports

Please refer to YOUR schedule to see if this is operative

The Cover

WE will pay for:

- 1 DAMAGE to the SKIING EQUIPMENT of any INSURED PERSON;
- 2 DAMAGE to SKIING EQUIPMENT hired by an INSURED PERSON;
- 3 the cost of hiring SKIING EQUIPMENT should an INSURED PERSON'S own SKIING EQUIPMENT suffer DAMAGE insured by this section;
- 4 unrecoverable SKI PACK costs which an INSURED PERSON has paid or is liable to pay if they suffer an INJURY during their TRIP;
- 5 transport costs to an alternative resort and the cost of ski passes if an INSURED PERSON is unable to ski at their pre-booked resort due to adverse weather conditions; and/or
- 6 the reasonable additional accommodation and transport expenses incurred due to an INSURED PERSON'S arrival at or departure from their resort being delayed due to an avalanche.

The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

Exclusions

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule.
- 2 DAMAGE arising from:
 - a) wear and tear or depreciation;
 - b) moths, vermin, insects or fungus;
 - c) the process of dyeing, cleaning, altering or repairing an item;
 - d) gradual deterioration; and/or
 - e) seizure or confiscation by a legal authority.
- 3 theft of SKIING EQUIPMENT unless:
 - a) from a locked building;
 - b) securely locked to an immovable fixture; or
 - c) from a motor vehicle which is attended or the theft is from a locked boot, concealed luggage compartment or glove compartment and force or violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible or violent entry to the vehicle, the most WE will pay for any one claim is £1,000.
- 4 SKI PACK costs where a medical practitioner's report is not obtained to confirm the period of the INJURY which prevented an INSURED PERSON from skiing.

- 5 a) transport costs to an alternative resort and the cost of ski passes incurred due to adverse weather conditions: and/or
- b) additional accommodation and transport expenses incurred due to an avalanche; occurring:
 - i. in the northern hemisphere between 1st April and 30th November;
 - ii. in the southern hemisphere between 1 October and 31 May; or
 - iii. at any other time unless the resort manager confirms in writing the dates of the avalanche.

